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YUGA LABS, INC.

17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

20 YUGA LABS, INC.,

21 Plaintiff,

22 v.

23 RYAN HICKMAN,

24 Defendant.

Case No.: 2:23-cv-00111-JCM-NJK

**DECLARATION OF ERIC BALL IN
SUPPORT OF PLAINTIFF YUGA
LABS, INC.'S OPPOSITION TO
DEFENDANT'S MOTION TO VACATE
OR SET ASIDE DEFAULT JUDGMENT**

1 I, Eric Ball, declare as follows:

2 1. I am an attorney admitted in California and admitted *pro hac vice* to practice
3 before this Court. I am a partner at the law firm of Fenwick & West LLP (“Fenwick”), counsel
4 for Plaintiff Yuga Labs, Inc. (“Plaintiff” or “Yuga Labs”) in the above-captioned matter and for
5 other matters, including as to trademark and copyright issues. I make this declaration based on
6 my own personal knowledge. If called as a witness, I could testify competently to the facts set
7 forth here.

8 2. I submit this declaration in support of Plaintiff Yuga Labs’ Opposition to Motion
9 to Vacate or Set Aside Default Judgment.

10 **Mr. Hickman’s Knowledge of this Lawsuit**

11 3. Yuga Labs initiated this lawsuit against Defendant Ryan Hickman
12 (“Mr. Hickman”) on January 20, 2023, by filing its Complaint.

13 4. In the days following the filing of Yuga Labs’ Complaint, Mr. Hickman Tweeted
14 about being sued by Yuga Labs. Attached hereto as **Exhibit 1** is a true and correct copy of a
15 Tweet from Mr. Hickman from January 29, 2023 wherein he admits to his knowledge that Yuga
16 Labs sued him in this action. Attached hereto as **Exhibit 2** is a true and correct copy of another
17 Tweet from Mr. Hickman from February 11, 2023, wherein he includes an excerpt from a press
18 article, in which he provided statements, about, among other things, this lawsuit against him.

19 5. Yuga Labs has sent Mr. Hickman copies of the filings in this case by email and
20 United States mail.

21 **Mr. Hickman’s Participation in the “Subpoena Matter”**

22 6. Between January 2023 and May 2023, Yuga Labs and Mr. Hickman were actively
23 engaged in a discovery dispute regarding Mr. Hickman’s failure to produce sufficient and court-
24 ordered documents responsive to a subpoena served on him in a related lawsuit against his
25 business associates (*Yuga Labs, Inc. v. Ripps*, No. CV 2:23-cv-00010-APG-NJK) (“Subpoena
26 Matter”). Attached hereto as **Exhibit 3** is a true and correct copy of the subpoena served on
27 Mr. Hickman in November 2022 (“November Subpoena”), which was the subject of Yuga Labs’
28 enforcement efforts in the Subpoena Matter.

1 7. On January 5, 2023, Yuga Labs filed a Motion to Compel against Mr. Hickman in
2 the Subpoena Matter, which was granted on February 14, 2023 (Dkt. No. 29 in the Subpoena
3 Matter). Attached hereto as **Exhibit 4** is a true and correct copy of the Declaration of Kimberly
4 Culp that was submitted in support of Yuga Labs' Motion to Compel, and which appears in that
5 case at Dkt. No. 4-2.

6 8. On January 13, 2023, Mr. Hickman's daughter London Hickman accepted service
7 of Yuga Labs' Motion to Compel in the Subpoena Matter on behalf of Mr. Hickman at
8 Mr. Hickman's residence in Henderson, Nevada. Attached hereto as **Exhibit 5** is a true and
9 correct copy of the Certificate of Service filed in the Subpoena Matter and appearing in that case
10 at Dkt. No. 14.

11 9. Between February 1, 2023, and March 29, 2023, Mr. Hickman and my colleague
12 Kimberly Culp, who is also counsel of record for Yuga Labs in this case, exchanged multiple
13 emails regarding Mr. Hickman's failure to produce sufficient documents in response to the
14 November Subpoena and the court's order granting Yuga Labs' Motion to Compel. In these
15 exchanges, Mr. Hickman communicated with Ms. Culp from the same email address that Yuga
16 Labs used to electronically serve Mr. Hickman with the filings in this case.

17 10. On March 26, 2023, Ms. Culp contacted Mr. Hickman at the same email address
18 he had used to communicate with her regarding his compliance with the November Subpoena
19 and that Yuga Labs used to electronically serve Mr. Hickman with the filings in this case. In her
20 email, Ms. Culp notified Mr. Hickman of the Court's entry of default against him and attached
21 copies of the clerk's entry of default (Dkt. No. 21) and the Court's Order granting Yuga Labs'
22 motion for entry of default (Dkt. No. 20). Ms. Culp also notified Mr. Hickman of Yuga Labs'
23 intent to seek damages, its costs and attorneys' fees, and injunctive relief through a motion for
24 default judgment. After Ms. Culp sent this email, Mr. Hickman sent Ms. Culp four more emails,
25 including one on March 28, 2023 that confirmed receipt of the order granting the motion for
26 entry of default.

27 11. Mr. Hickman states that he has owned a BAYC NFT since 2021 and was
28 therefore obligated to produce specific information regarding this asserted ownership in response

1 to the November Subpoena and the court's order granting Yuga Labs' Motion to Compel in the
2 Subpoena Matter. To date, Mr. Hickman has not produced any such information. I requested
3 this information from Mr. Hickman's recently-noticed counsel on September 5, 2023; Mr.
4 Hickman's counsel refused to provide this information.

5 12. Attached hereto as **Exhibit 6** is a true and correct copy of Mr. Hickman's
6 response to Request No. 9 in a subpoena served on him on September 9, 2022, which states the
7 amount in ETH that Mr. Hickman had been compensated for his role as a partner in the
8 RR/BAYC business venture.

9 **Mr. Hickman's Participation in the "Ripps Matter" and Role in the RR/BAYC Business**
10 **Venture**

11 13. Mr. Hickman appeared in the case *Yuga Labs, Inc. v. Ripps*, No. CV 22-4355-
12 JFW(JEMX) ("*Ripps Matter*") as a named witness and testified in Judge Walter's courtroom at
13 the trial on July 31, 2023 in Los Angeles, California. As a testifying witness, Mr. Hickman
14 worked with the lawyers for his partners Mr. Ripps and Mr. Cahen to craft his trial declaration,
15 which was filed on July 17, 2023.

16 14. Attached hereto as **Exhibit 7** is a true and correct copy of the trial witness list
17 submitted by the defendants in the *Ripps Matter* and appearing at Dkt. No. 363 in that case.

18 15. Attached hereto as **Exhibit 8** are true and correct copies of excerpts from the trial
19 transcript in the *Ripps Matter* appearing at Dkt. No. 392 in that case.

20 16. Attached hereto as **Exhibit 9** is a true and correct copy of an excerpt of the joint
21 witness summaries submitted by the parties in the *Ripps Matter* and appearing at Dkt. No. 235 in
22 that case.

23 17. Attached hereto as **Exhibit 10** is a true and correct copy of an excerpt of Jeremy
24 Cahen's trial declaration submitted by the defendants in the *Ripps Matter* and appearing at
25 Dkt. No. 344 in that case.

26 18. Attached hereto as **Exhibit 11** is a true and correct copy of an excerpt of Ryder
27 Ripps' trial declaration submitted by the defendants in the *Ripps Matter* and appearing at
28 Dkt. No. 346 in that case.

19. Attached hereto as **Exhibit 12** is a true and correct copy of an excerpt of Thomas Lehman's declaration submitted in the *Ripps* Matter and appearing at Dkt. No. 149-33.

20. Attached hereto as **Exhibit 13** is a true and correct copy of an excerpt of Mr. Hickman's trial declaration submitted by the defendants in the *Ripps* Matter and appearing at Dkt. No. 345 in that case.

21. Attached hereto as **Exhibit 14** is a true and correct copy of a Tweet from Mr. Hickman from June 21, 2022.

22. Attached hereto as **Exhibit 15** is a true and correct copy of a Tweet from Mr. Hickman from June 15, 2023.

Mr. Hickman's Video Footage

23. On August 25, 2023, I met with Mr. Hickman's counsel to discuss, among other things, the default judgment entered against Mr. Hickman, Mr. Hickman's intent to move to set aside the default, and the video evidence Mr. Hickman argued supported his motion (Dkt. No. 31-2). During this meet and confer, I requested a timestamped version of the video evidence, any version showing any female resident of Mr. Hickman's home exiting and re-entering their residence to take out the trash during the evening of February 9, 2023, and any other version showing the verbal exchange that took place between the process server and the female resident of Mr. Hickman's home during that evening. Mr. Hickman's counsel has not provided us any other video footage.

24. Attached hereto as **Exhibit 16** is a true and correct copy of a web capture from Google Maps taken on September 7, 2023, showing the street view of Mr. Hickman's home in Henderson, Nevada.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 13, 2023.

/s/ Eric Ball

Eric Ball

EXHIBIT INDEX



Exhibit No.	Description	Pages
1.	Ryan Hickman's Tweet, dated January 29, 2023	1
2.	Ryan Hickman's Tweet, dated February 11, 2023	1
3.	Subpoena for Deposition (Subpoena Matter)	10
4.	Kimberly Culp's Declaration in Support of Motion to Compel	6
5.	Affidavit of Service for Motion to Compel	1
6.	Hickman's Response to Request No. 9 of September Subpoena (Subpoena Matter)	1
7.	Ripps Cahen Final Trial Witness List (Ripps Matter)	3
8.	Excerpts of Trial Transcripts (Ripps Matter)	6
9.	Excerpts of Joint Witness Summaries (Ripps Matter)	4
10.	Excerpts of Jeremy Cahen's Declaration of Trial Testimony (Ripps Matter)	3
11.	Excerpts of Ryder Ripps' Declaration of Trial Testimony (Ripps Matter)	3
12.	Excerpts of Declaration of Thomas Lehman (Ripps Matter)	3
13.	Excerpts of Ryan Hickman's Declaration of Trial Testimony (Ripps Matter)	3
14.	Ryan Hickman's Tweet, dated June 21, 2022	1
15.	Ryan Hickman's Tweet, dated June 15, 2022	1
16.	Google Street View of Henderson, NV Residence	1

Exhibit 1

Hickman's Tweet, dated January 29, 2023

Exhibit 1



h wonder  

@hWonderofWorld

yuga LLC funds via initial token offering
ppl participate w/ expectations of commercial ip rights
"all art" includes skulls & all

i own bayc

if i can be sued, everyone can be sued...

i am not getting what i am advertised, rather a legal burden, then SEC is
gonna CRUSH this

12:03 AM · Jan 29, 2023 · **693** Views

1 Repost **16** Likes

Exhibit 2

Hickman's Tweet, dated February 11, 2023

Exhibit 2



h wonder
@hWonderofWorld

Case 2:23-cv-00111-JCM-NJK Document 35-1 Filed 09/13/23 Page 10 of 70

...

its absolutely disrespectful.
lazy, stupid, black ...

once people start talking about what these can be worth... the \$\$\$...
they get amnesia

joe rogan got roasted for this
roseanne lost her show for this
list of examples are longer than scottie pippen's arm

Ryan Hickman, a software engineer who also worked with Ripps on RR/BAYC, is also being sued separately by Yuga. Hickman, who is Black, thought the Bored Apes looked like stereotypical portrayals of Black people as stupid or lazy. He said he thought this would be obvious to most people the second they saw an image of a Bored Ape. But, he said, "then somebody says, 'Well, it's worth \$100,000.' They say, 'Okay well, tell me more.'"

3:11 PM · Feb 11, 2023 · **2,343** Views

3 Reposts **20** Likes **1** Bookmark

1

Exhibit 3

Subpoena for Deposition

Exhibit 3

UNITED STATES DISTRICT COURT
for the
Central District of California

Yuga Labs, Inc.,

Plaintiff

v.

Ryder Ripps and Jeremy Cahen,

Defendant

Civil Action No. **2:22-cv-04355-JFW-JEM**

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: **Ryan Hickman**

Henderson, NV 89012

(Name of person to whom this subpoena is directed)

X Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

Place: Fennemore 9275 W Russell Road, Suite 240 Las Vegas, NV 89148	Date and Time: November 28, 2022 8:30 a.m.
------------------------------------------------------------------------------------	-------------------------------------------------------

The deposition will be recorded by this method: _____

X Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

Please see Attachment A.

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: **November 14, 2022**

CLERK OF COURT

OR

/s/ Eric Ball

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* **Yuga Labs, Inc.**, who issues or requests this subpoena, are:

**Eric Ball (email: eball@fenwick.com)
Fenwick & West LLP, 801 California Street, Mountain View, CA 94041 (650) 988-8500**

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* _____
 on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named individual as follows: _____

 _____ on *(date)* _____ ; or

☐ I returned the subpoena unexecuted because: _____
 _____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
 tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
 \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

ATTACHMENT A

DEFINITIONS

1. The terms “plaintiff” or “Yuga Labs” refer to plaintiff Yuga Labs, Inc., its predecessors, successors, parents, subsidiaries, divisions, officers, principals, employees, agents, representatives, and attorneys, and all other persons, forms, or corporations acting or purporting to act on their behalf or under its control.

2. The terms “you” or “your” mean Ryan Hickman, his employees, agents, representatives, and attorneys, and all other persons, forms, or corporations acting or purporting to act on his behalf or under his control.

3. The term “this action” refers to *Yuga Labs, Inc. v. Ryder Ripps, et al.*, United States District Court, Central District of California, Case No. 2:22-cv-04355-JFW-JEM.

4. The term “NFT” means non-fungible token.

5. The term “BAYC NFTs” refers to the collection of 10,000 non-fungible tokens, created on the Ethereum blockchain via smart contract 0xBC4CA0EdA7647A8aB7C2061c2E118A18a936f13D, viewable at <https://etherscan.io/address/0xbc4ca0eda7647a8ab7c2061c2e118a18a936f13d>, including any NFT within this collection.

6. The term “RR/BAYC NFTs” refers to the collection of non-fungible tokens, created on the Ethereum blockchain via smart contract

0x2EE6AF0dFf3A1CE3F7E3414C52c48fd50d73691e, viewable at

<https://etherscan.io/address/0x2ee6af0dff3a1ce3f7e3414c52c48fd50d73691e>,

including any NFT within this collection.

7. The term “RR/BAYC Smart Contract” refers to the Ethereum blockchain smart contract 0x2EE6AF0dFf3A1CE3F7E3414C52c48fd50d73691e, viewable at:

<https://etherscan.io/address/0x2ee6af0dff3a1ce3f7e3414c52c48fd50d73691e>.

8. The term “RR/BAYC RSVP Smart Contract” refers to the Ethereum blockchain smart contract 0xEE969B688442C2d5843Ad75f9117b3ab04b14960 viewable at:

<https://etherscan.io/address/0xee969b688442c2d5843ad75f9117b3ab04b14960>.

9. The term “crypto address” means any wallet address, cryptographic public key, or other identifier used to send or receive NFTs, cryptocurrency, or other digital tokens on the blockchain.

10. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

11. The term “concerning” means relating to, referring to, describing, evidencing, or constituting.

12. The term “including” shall be construed to mean including but not limited to.

13. The terms “regarding,” “relating to,” “related to,” and/or “referring to” mean concerning, constituting, containing, embodying, evidencing, reflecting, identifying, incorporating, summarizing, mentioning, dealing with, supporting, or in any way pertaining to the particular request.

14. The terms “or” and “and” shall be read in the conjunctive and in the disjunctive wherever they appear, and neither of these words shall be interpreted to limit the scope of these requests.

15. The terms “any” and “each” should be understood to include and encompass “all.”

16. The use of a verb in any tense shall be construed as including the use of the verb in all other tenses.

17. The singular form of any word shall be deemed to include the plural. The plural form of any word shall be deemed to include the singular.

INSTRUCTIONS

1. The subpoena served upon you commands you to produce all responsive documents in your possession, custody, or control, including your attorneys, agents, representatives, or employees.

2. Pursuant to Federal Rule of Civil Procedure 45(e)(1), you are to provide documents responsive to this subpoena as they are kept in the ordinary course of business or can organize and label the documents to correspond with the categories set forth below.

3. Electronic records and computerized information must be produced in an intelligible format, together with a description of the system from which they were derived sufficient to permit rendering the records and information intelligible.

4. Selection of documents from the files and other sources and the numbering of such documents shall be performed in such a manner as to insure that the source of each document may be determined, if necessary.

5. File folders with tabs or labels or directories of files identifying documents called for by these requests must be produced intact with such documents.

6. Documents attached to each other shall not be separated.

7. Should you seek to withhold any document based on some limitation of discovery (including but not limited to a claim of privilege), supply a list of the documents for which limitation of discovery is claimed, indicating:

- a. The identity of each document's author, writer, sender, or initiator;

- b. The identity of each document's recipient, addressee, or person for whom it was intended;
- c. The date of creation or transmittal indicated on each document, or an estimate of that date, indicated as such, if no date appears on the document;
- d. The general subject matter as described on each document, or, if no such description appears, then some other description sufficient to identify the document; and
- e. The claimed grounds for limitation of discovery.

8. If your response to a particular demand is a statement that you lack the ability to comply with that demand, you must specify whether the inability to comply is because the particular item or category never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in your possession, custody, or control, in which case the name and address of any person or entity known or believed by you to have possession, custody, or control of that document or category of document must be identified.

9. To the extent permitted and authorized by law, these document requests shall be deemed continuing so as to require further and supplemental responses and production if you obtain additional documents between the time of initial production and the time of hearing or trial.

DOCUMENT REQUESTS

DOCUMENT REQUEST NO. 1:

All Discord communications from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 2:

All email communications from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 3:

All Telegram communications from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 4:

All Signal communications from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 5:

All non-public Twitter communications from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 6:

All Text or SMS messages from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 7:

All source code related to RR/BAYC NFTs, including concerning the RR/BAYC Smart Contract, RR/BAYC RSVP Smart Contract, rrbayc.com, and/or apemarket.com.

DOCUMENT REQUEST NO. 8:

All documents from January 2022 to present related to RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs, including any stored in a Google drive.

DOCUMENT REQUEST NO. 9:

Documents sufficient to show any voice-to-voice conference with Defendant Ripps, Defendant Cahen, and/or Tom Lehman related to the RR/BAYC Smart Contract, RR/BAYC RSVP Smart Contract, RR/BAYC NFTs, BAYC NFTs, and/or Yuga Labs.

DOCUMENT REQUEST NO. 10:

Documents sufficient to show every crypto address used by you to send, receive, or transfer funds related to any BAYC NFT or RR/BAYC NFT.

DOCUMENT REQUEST NO. 12:

Documents sufficient to show your revenue, gross profits, and/or net profits from the sale of RR/BAYC NFTs.

Exhibit 4

Declaration of Kimberly Culp in Support of Motion to Compel

Exhibit 4

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(California Attorneys will comply with LR IA 11-2 within 14 days)

*Attorneys for Plaintiff
Yuga Labs, Inc.*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

YUGA LABS, INC.,

Plaintiff,

v.

RYDER RIPPS and JEREMY CAHEN,

Defendants.

Case No.: _____

[USDC, Central District of California
Civil Case No. 2:22-cv-4355-JFW-JEM]

**DECLARATION OF KIMBERLY
CULP IN SUPPORT OF PLAINTIFF
YUGA LABS, INC.'S MOTION TO
COMPEL NON-PARTY RYAN
HICKMAN'S COMPLIANCE WITH
SUBPOENA**

ORAL ARGUMENT REQUESTED

DECLARATION OF KIMBERLY CULP IN SUPPORT
OF MOTION TO COMPEL COMPLIANCE WITH
SUBPOENA

Case No.: _____

1 I, Kimberly Culp, declare:

2 1. I am an attorney admitted to practice in California and am an attorney with the law
3 firm of Fenwick & West LLP, counsel for Plaintiff Yuga Labs, Inc. in the above-captioned
4 matter. I make this declaration based on my own personal knowledge. If called as a witness, I
5 could testify competently to the facts set forth herein.

6 2. I submit this declaration in support of Plaintiff's Motion to Compel Non-Party
7 Ryan Hickman's Compliance with Subpoena.

8 3. Attached hereto as **Exhibit A** is a true and correct copy of the complaint filed by
9 Yuga Labs in the Central District of California against Ryder Ripps and Jeremy Cahen in the case
10 titled *Yuga Lab v. Ripps et al.* Case No. 2:22-cv-4355-JFW-JEM.

11 4. On September 7, 2022, I sent Mr. Hickman a letter to notify him of the subpoena
12 at **Exhibit B**. Attached hereto as **Exhibit C** is a true and correct copy of this letter.

13 5. I am informed by our process server that Mr. Hickman was personally served with
14 the subpoena shown at Exhibit B on September 9, 2022.

15 6. On September 27, 2022, my colleague Anthony Fares contacted Mr. Hickman by
16 an email that I was copied on to notify Mr. Hickman that the deadline for document production
17 had passed and offered to confer with Mr. Hickman regarding a possible extension. Attached
18 hereto as **Exhibit D** is a true and correct copy of this email.

19 7. On September 29, 2022, Mr. Hickman responded to the subpoena by email to Mr.
20 Fares, with a copy to me. Mr. Hickman did not assert any objections to the document requests or
21 the subpoena and purported to respond to the subpoena with some responsive documents (only six
22 images). That same day, Mr. Fares responded to Mr. Hickman by an email that I was copied on
23 and asked him to forward the email to any attorney he may have and let him know that we would
24 like to meet and confer with him. Attached hereto as **Exhibit E** is a true and correct copy of these
25 emails and their attachments.

26 8. Thereafter, Mr. Fares followed up with Mr. Hickman on three more occasions by
27 email with copies to me to schedule the meet and confer. Attached hereto as **Exhibit F** is a true
28

1 and correct copy of these emails.

2 9. On October 12, 2022, Mr. Hickman responded to Mr. Fares and agreed to speak on
3 Friday, October 14. Attached hereto as **Exhibit G** is a true and correct copy of these emails.

4 10. On October 13, 2022, Mr. Hickman notified Mr. Fares, by email with a copy to
5 me, that he was in the process of retaining counsel and promised to follow-up by Monday (*e.g.*,
6 October 17). Attached hereto as **Exhibit H** is a true and correct copy of these emails.

7 11. On October 17, 2022, Mr. Hickman notified us that he had retained counsel and
8 that his attorney would contact us. No attorney contacted Fenwick & West on October 17 or 18,
9 and on October 19, Mr. Fares asked Mr. Hickman, by email with a copy to me, for the name of
10 his attorney. Attached hereto as **Exhibit I** is a true and correct copy of these emails.

11 12. On October 21, 2022, Ethan Jacobs, a San Francisco attorney, contacted me to let
12 me know that he had been retained to represent Mr. Hickman in connection with responding to
13 Yuga Labs' subpoena to Mr. Hickman. Mr. Jacobs and I spoke that same day and he asked for
14 additional time for Mr. Hickman to pull his additional documents together to produce to me. I
15 told Mr. Jacobs that Mr. Hickman had already attempted to comply once, and that any objections
16 to the subpoena had been waived, but that I would give Mr. Hickman additional time to fully
17 comply with the subpoena. Mr. Jacobs let me know that he was familiar with the subpoena and
18 where the responsive documents likely were, so he did not think he would need a substantial
19 amount of time to work with Mr. Hickman to complete his production. Mr. Jacobs and I agreed
20 that Mr. Hickman would have until November 11 to provide me with the additional documents
21 responsive to Yuga Labs' subpoena.

22 13. On November 9, 2022, Mr. Jacobs called me and notified me that he would likely
23 be withdrawing as counsel for Mr. Hickman. He informed me that the basis for his withdrawal
24 would be that Mr. Hickman had not responded to his emails and had not provided him with the
25 additional documents that were necessary to comply with Yuga Labs' subpoena.

26 14. On November 11, 2022, Mr. Jacobs confirmed in writing that he no longer
27 represented Mr. Hickman. Thereafter, I notified Mr. Hickman that it was our understanding that

1 he was no longer represented by Mr. Jacobs and that he had until the end of the day to comply
2 with Yuga Labs' subpoena. Mr. Hickman did not respond. Attached hereto as **Exhibit J** is a true
3 and correct copy of these emails.

4 15. On November 14, 2022, I caused the subpoena at **Exhibit K** to be personally
5 served on Ryan Hickman.

6 16. On November 18, 2022, I sent Mr. Hickman a letter (via overnight and email
7 delivery) reminding him of his obligations to provide in-person deposition testimony and
8 documents by November 28, 2022 and to notify me by November 23, 2022 if he needed to
9 reschedule this date. Attached hereto as **Exhibit L** is a true and correct copy of this letter.

10 17. On November 23, 2022, Mr. Hickman notified us that he was not available on
11 November 28 but was available on December 6, 2022 or December 7, 2022. Mr. Hickman did
12 not assert any objections to the document requests or the subpoena in his email response.
13 Attached hereto as **Exhibit M** is a true and correct copy of these emails.

14 18. On November 23, 2022, Mr. Fares sent an amended subpoena at **Exhibit N** to Mr.
15 Hickman that reflected December 7, 2022 as his deposition date and the deadline for production
16 of documents.

17 19. On December 5, 2022, I followed up with Mr. Hickman to remind him of the
18 deposition and his obligation to produce documents at the deposition. Attached hereto as **Exhibit**
19 **O** is a true and correct copy of this email.

20 20. On December 7, 2022, Mr. Hickman appeared at his deposition but failed to
21 produce any documents. Attached as **Exhibit P** are true and correct copies of excerpts from Mr.
22 Hickman's deposition transcript. Following the deposition, I spoke with Mr. Hickman off the
23 record regarding his failure to produce documents and requested that he provide a firm date by
24 which he would commit to produce documents responsive to the subpoena, including those he
25 had just testified about during his deposition. Mr. Hickman agreed to follow up with me by email
26 to confirm a date on which he would produce all responsive documents.

27 21. On December 8, Mr. Fares followed up with Mr. Hickman by an email that I was
28

1 copied on to remind him of his obligations under the November 14 subpoena and again requested
 2 a firm date by which Mr. Hickman would commit to produce all responsive documents. Mr.
 3 Hickman responded by email and stated that he would produce documents on December 19,
 4 2022. Mr. Fares confirmed by email that December 19, 2022 was acceptable and that Yuga Labs
 5 would suspend further action to compel compliance until that date. In this same email, Mr. Fares
 6 provided a detailed explanation of each request, along with examples of documents we expected
 7 to receive by that date. Attached hereto as **Exhibit Q** is a true and correct copy of these emails.

8 22. Mr. Hickman did not produce any documents on December 19, 2022.

9 23. On December 20, 2022, Mr. Hickman produced a single PDF of certain Discord
 10 chat screenshots (but not the entire chat) and two folders of source code. The PDF includes
 11 messages from a group channel (Team Ape Market) between Mr. Hickman, Mr. Lehman, and
 12 Defendants that took place on May 18, 2022; messages from a channel with Mr. Lehman that
 13 took place on May 23, 2022; and messages from an unnamed channel that took place on various
 14 dates.

15 24. Mr. Lehman produced screenshots of messages from a private Discord channel
 16 with Mr. Hickman that took place from May 23, 2022 to June 24, 2022. In addition to Discord
 17 communications, Mr. Lehman produced [REDACTED]

18 [REDACTED]
 19 [REDACTED]

20 I declare under penalty of perjury that the foregoing is true and correct. Executed on
 21 January 3, 2023.

22
 23 /s/ Kimberly Culp
 24 Kimberly Culp

EXHIBIT LIST

Exhibit No.	Description
A	2022 06 24 Complaint for False Designation of Origin, et al (w Ex A)
B	2022 09 07 Subpoena to Ryan Hickman
C	2022 09 07 Cover letter to Hickman Redacted
D	2022 09 27 Email from A. Fares
E	2022 09 29 Email from R. Hickman with Discovery Responses
F	2022 10 10 Email from A. Fares – Confer Attempts
G	2022 10 12 Email from R. Hickman confirming availability to M&C
H	2022 10 17 Email from R. Hickman saying he has retained representation
I	2022 10 19 Email from A. Fares to R. Hickman re: counsel
J	2022 11 11 Email from K. Culp to R. Hickman re: withdrawal of counsel
K	2022 11 14 Subpoena for Deposition (Ryan Hickman) Redacted
L	2022 11 18 Email from R. Pelayo to R. Hickman with Culp letter attached Redacted
M	2022 11 23 Email from R. Hickman re: available in December
N	2022 11 23 Email from A. Fares to R. Hickman re: amended subpoena Redacted
O	2022 12 05 K. Culp email to R. Hickman
P	Public Version
Q	2022 12 19 Email from T. Fares to R. Hickman re: production

Exhibit 5

Affidavit of Service

Exhibit 5

AFFT

Fennemore Craig, P.C.
 John D. Tennert III, Esq.
 7800 Rancharra Pkwy.
 Reno, NV 89511
 State Bar No.: 11728
 Attorney(s) for: Plaintiff(s)

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

Yuga Labs, Inc.,
 vs
 Ryder Ripps and Jeremy Cahen

Plaintiff(s)

Defendant(s)

Case No.:

2:23-CV-00010-APG-NJK

Dept. No.:

Date:

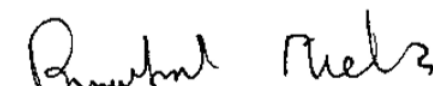
Time:

AFFIDAVIT OF SERVICE

I, Bradford Nielsen, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #604, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the: Declaration of Kimberly Culp in Support of Plaintiff Yuga Labs, Inc.'s Motion to Compel Non-Party Ryan Hickman's Compliance With Subpoena; Yuga Labs, Inc.'s Certificate of Interested Parties Pursuant to Local Rule 7.1-1; Yuga Labs, Inc.'s Motion to Redact Portions of Its Motion to Compel Non-Party Ryan Hickman's Compliance with Subpoena and Declaration of Kimberly Culp in Support Thereof and to Seal Exhibit P Thereto; Yuga Labs, Inc.'s Notice of Motion and Motion to Compel Non-Party Ryan Hickman's Compliance with Subpoena; Declaration of Kimberly Culp in Support of Plaintiff Yuga Labs, Inc.'s Motion to Compel Non-Party Ryan Hickman's Compliance with Subpoena ; Yuga Labs, Inc.'s Notice of Motion and Motion to Compel Non-Party Ryan Hickman's Compliance with Subpoena on the 11th day of January, 2023 and served the same on the 13th day of January, 2023 at 3:10pm by serving to Respondent, Ryan Hickman by personally delivering and leaving a copy with London Hickman (female, 20 yrs., 5'07", 130 lbs., black hair), daughter, a person of suitable age and discretion residing at the Respondent's usual place of abode located at [REDACTED] Henderson, NV 89012.

Pursuant to NRS 239B.030 this document does not contain the social security number of any person.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. Executed on this 16th day of January, 2023.



Bradford Nielsen # R-2022-16918

Legal Process Service License # 604

WorkOrderNo 2300165



Legal Process Service 105 Mary Street, Reno, NV 89509 (775) 323-7070

Exhibit 6

Hickman's Response to Request No. 9 of September Subpoena

Exhibit 6

Document Request 9

I earned zero royalties. There are no documents associated to any royalties. I was compensated for the development of a token reservation system. The gross total 158.28 ETH:

Sender	Amount	Latest Date
0xee969b688442c2d58...	158.28 ETH \$218144.53	2022-06-25

Of which 15.93 ETH was returned for gas cost:

0x592814ff14e030b51f6...	15.93 ETH \$26280.83	2022-07-27
------------------------------------------	-----------------------------------	------------

Net to build reservation system: 142.35 ETH

Exhibit 7

Ripps Cahen Final Trial Witness List

Exhibit 7

1 Louis W. Tompros (*pro hac vice*)
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8
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13 Fax: (213) 443-5400

14 *Attorneys for Defendants*
15 *Ryder Ripps and Jeremy Cahen*

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19
20 Yuga Labs, Inc.,
21 Plaintiff,
22 v.
23 Ryder Ripps, Jeremy Cahen,
24 Defendants.

CASE NO. 2:22-cv-04355-JFW-JEM

DEFENDANTS' WITNESS LIST

Judge: Hon. John F. Walter

Trial Date: July 31, 2023

Pursuant to Section 2(a) of the Civil Trial Order (Dkt. 284), Defendant Ryder Ripps and Defendant Jeremy Cahen submit the following list of witnesses Defendants anticipate calling at trial in the order Defendants anticipate calling them.

1. Ryan Hickman (in person)
2. Jeremy Cahen (in person)
3. Ryder Ripps (in person)
4. Thomas Lehman (by deposition)
5. Wylie Aronow (by deposition)
6. Nicole Muniz (by deposition)
7. Greg Solano (by deposition)

Dated: July 24, 2023

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Attorneys for Defendants
 Ryder Ripps and Jeremy Cahen

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on all attorneys of record via email on July 24, 2023.

By: /s/ Louis W. Tompros
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Exhibit 8

Excerpts of Trial Transcript

Exhibit 8

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION
HONORABLE JOHN F. WALTER, U.S. DISTRICT JUDGE

YUGA LABS, INC.,)
)
Plaintiff,) CASE NO.
) 22-CV-04355-JFW
vs.)
)
RYDER RIPPS, JEREMY CAHEN,)
)
Defendants.)
)

REPORTER'S TRANSCRIPT OF PROCEEDINGS
COURT TRIAL, VOLUME 1
MONDAY, JULY 31, 2023
8:14 A.M.
LOS ANGELES, CALIFORNIA

MAREA WOOLRICH, CSR 12698, CCRR
FEDERAL OFFICIAL COURT REPORTER
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LOS ANGELES, CALIFORNIA 90012
mareawoolrich@aol.com

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By: Molly R. Melcher
-and- Ethan Thomas
-and- Anthony M. Fares
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By: Derek Gosma
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Los Angeles, CA 90071
Telephone: 415.875.2300

1 Q But, in fact, Yuga granted all of its IP rights
2 to its members; correct?

3 A Not all of its IP rights. Its copyrights
4 specifically.

5 THE COURT: You're too far away from the microphone.

6 THE WITNESS: Oh. Apologies.

7 Not all of its intellectual property rights. The
8 copyright is extended to the members of the Bored Ape Yacht
9 Club and the other NFT collections, specific to the imagery.

10 Q BY MR. TOMPROS: When it comes to IP rights, Yuga
11 is the inverse of Disney, not an analog of Disney; correct?

12 A What do you mean?

13 Q Yuga is actually a mirror of Disney because Yuga
14 granted all of its IP rights to its members; correct?

15 A I have used the term "mirror" of Disney when
16 referring specifically to how we handle the copyright of the
17 images of the Bored Ape Yacht Club, for instance.

18 Q Yuga told its members that its members had all of
19 the intellectual property rights; right?

20 A No. We told our members that they have a license
21 for the copyright to the imagery. That's what's in our terms.
22 That's what's in our FAQ. That's what was posted in our
23 Discord. That's what has been communicated.

24 Q Yuga told its members that IP rights are actually
25 granted to the member; correct?

1 A I do.

2 Q In the RR/BAYC telegram, you use the name
3 h wonder?

4 A I believe -- yes.

5 Q You came here voluntarily to testify today;
6 correct?

7 A I did.

8 Q And Yuga Labs is currently suing you in the
9 District Court of Nevada; correct?

10 A This is correct.

11 Q And it's true that the Clerk of the Court of the
12 District Court of Nevada has entered a default against you in
13 that case?

14 A I'm uncertain of this.

15 MR. BALL: Can we go ahead and bring up Hickman
16 cross No. 2, please.

17 Q BY MR. BALL: You have in front of you Hickman
18 cross No. 2. Do you see that, sir?

19 A I do.

20 Q You see Yuga Labs, Inc., against Ryan Hickman?

21 A I do.

22 Q And you see the default there?

23 A I see it does say that.

24 Q You see at the bottom of this document the
25 clerk's stamp and signature?

RECROSS-EXAMINATION

BY MR. BALL:

Q Mr. Hickman, a moment ago when we were having our conversation, you were testifying -- you said that you didn't expect a profit from Ape Market.

A I didn't expect a profit, no.

Q Do you recall at your deposition you stated -- we asked the question, "Did you have any expectation on the phone call of how much you might make for the work that you were going to contribute for this particular project?"

And you answered, "I have an expectation to make somewhere between three quarters of a million to a million dollars for any project that I work on."

Do you recall that?

A That had nothing to do with Ape Market.

Q Was that for RR/BAYC NFTs?

A For any project I work on is demonstrating what my price point is for doing this kind of work.

Q And then we asked, "You were hoping you would make that for this project?"

You responded, "I expected a little less just by factoring the math and factoring this is a little different than other projects that I worked on."

A That has nothing to do with Ape Market. That discussion is about the RR/BAYC RSVP system.

CERTIFICATE OF OFFICIAL REPORTER

I, MAREA WOOLRICH, FEDERAL OFFICIAL REALTIME COURT REPORTER, IN AND FOR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, DO HEREBY CERTIFY THAT PURSUANT TO SECTION 753, TITLE 28, UNITED STATES CODE THAT THE FOREGOING IS A TRUE AND CORRECT TRANSCRIPT OF THE STENOGRAPHICALLY REPORTED PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER AND THAT THE TRANSCRIPT PAGE FORMAT IS IN CONFORMANCE WITH THE REGULATION OF THE JUDICIAL CONFERENCE OF THE UNITED STATES.

DATED THIS 1ST DAY OF AUGUST, 2023.

/S/ MAREA WOOLRICH

MAREA WOOLRICH, CSR NO. 12698, CCRR
FEDERAL OFFICIAL COURT REPORTER

Exhibit 9

Excerpts of Joint Witness Summaries

Exhibit 9

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11 *Additional Counsel listed on next page*

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*Attorneys for Defendants
Ryder Ripps and Jeremy Cahen*

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION – Los Angeles
20

21 YUGA LABS, INC.,

22 Plaintiff,

23 v.

24 RYDER RIPPS, JEREMY CAHEN,

25 Defendants.
26

Case No.: 2:22-cv-04355-JFW-JEM

JOINT WITNESS SUMMARIES

Pretrial Conference Date: June 9, 2023

Trial Date: June 27, 2023

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10 Telephone: 202.628.7400

11 Attorneys for Plaintiff
YUGA LABS, INC.

1 Labs' Motions *in limine* Nos. 1-5. Yuga Labs also objects to Mr. Hickman's
2 testimony to the extent he purports to offer expert testimony regarding consumer
3 confusion or the impact of the Defendants' infringement on the NFT market. Fed.
4 R. Evid. 701, 702.

5 **B. Defendants' Description of Anticipated Testimony**

6 Mr. Hickman is a software programmer and a partner in the RR/BAYC
7 Project. He will testify concerning the intent behind the RR/BAYC Project
8 (including RR/BAYC NFTs), representations made in connection with the
9 RR/BAYC Project (including representations concerning RR/BAYC NFTs), the
10 intent behind representations made in connection with the RR/BAYC Project
11 (including representations concerning RR/BAYC NFTs), the absence of any
12 consumer confusion, Mr. Ripps's and Mr. Cahen's good faith in connection with
13 the RR/BAYC Project (including RR/BAYC NFTs), and the impact of the
14 RR/BAYC Project and RR/BAYC NFTs on the NFT market.

15 **C. Estimated Time**

- 16 • Yuga Labs estimates 10-15 minutes for his deposition testimony.
17 • Defendants estimate 15 minutes for additional deposition testimony.
18 • Defendants estimate 30 minutes for direct examination.
19 • Yuga Labs estimates 10-15 minutes for cross examination.
20

21 **IX. LAUREN KINDLER**

22 Plaintiff Yuga Labs will call Lauren Kindler live (in person).

23 **A. Yuga Labs' Description of Anticipated Testimony**

24 Ms. Kindler is a Managing Principal at Analysis Group, Inc. and an
25 economics and damages expert affiliated with the group. She will provide
26 testimony regarding Yuga Labs' damages and/or remedies associated with
27 Defendants' wrongful conduct, including but not limited to, Defendants' profits
28 associated with the wrongful conduct, Yuga Labs' lost profits, Yuga Labs'

1 Dated: May 25, 2023

FENWICK & WEST LLP

2 By: /s/ Eric Ball

3 Eric Ball

4 Attorneys for Plaintiff

YUGA LABS, INC.

5
6 Dated: May 25, 2023

WILMER CUTLER PICKERING HALE
AND DORR LLP

7
8 By: /s/ Louis W. Tompros

9 Louis W. Tompros

Attorneys for Defendants

Ryder Ripps and Jeremy Cahen

10
11
12
13 **ATTESTATION OF CONCURRENCE IN FILING**

14 Pursuant to the United States District Court for the Central District of
15 California's Civil L.R. 5-4.3.4(a)(2)(i), Eric Ball attests that concurrence in the
16 filing of this document has been obtained from Louis W. Tompros.

17 Dated: May 25, 2023

FENWICK & WEST LLP

18
19 By: /s/ Eric Ball

Eric Ball

20 Attorneys for Plaintiff

YUGA LABS, INC.

Exhibit 10

Excerpts of Cahen Trial Declaration

Exhibit 10

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*Attorneys for Defendants
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

Yuga Labs, Inc.,

Plaintiff,

v.

Ryder Ripps, Jeremy Cahen,

Defendants.

CASE NO. 2:22-cv-04355-JFW-JEM
**DEFENDANT JEREMY CAHEN'S
DECLARATION OF TRIAL
TESTIMONY**

Judge: Hon. John F. Walter

Trial Date: July 31, 2023

his artistic vision.

112. In May 2022, I reached out to Ryan Hickman and Tom Lehman to see if they wanted to be involved with the project.

113. Both Mr. Hickman and Mr. Lehman are extremely talented and experienced engineers, who I knew would be able to help in the coding and creation of the artwork.

114. I spoke with each of them about the artwork and what Mr. Ripps and I were aiming to achieve.

115. I also had discussions with each of them about the issues we saw with Yuga's content, and they both agreed with our criticism and wanted to be involved in our work.

116. Together, we formed a four-person team of co-creators of the collection.

117. I worked extensively on raising awareness about the artwork and the criticism of Yuga. Much of this work took place on social media.

118. I also helped manage the team, which involved coordinating Mr. Hickman and Mr. Lehman's work on the technical side of things and raising decision points to Mr. Ripps.

119. Mr. Hickman and Mr. Lehman created rrbayc.com, the content of which the whole team discussed, and Mr. Ripps ultimately decided upon.

120. Additionally, Mr. Hickman and Mr. Lehman created an "RSVP" smart contract on the Ethereum cryptocurrency blockchain for the commissioning of the NFT collection. This accelerated the process by which Mr. Ripps could individually create artwork in the form of NFTs.

121. Internally, the RSVP program was referred to as "Robo Ryder" and Mr. Ripps's "bionic arm."

122. Mr. Hickman and Mr. Lehman also provided ongoing general technical

1 I declare under penalty of perjury under the laws of the United States of America
2 that the foregoing is true and correct.

3
4
5
6 Dated: July 17, 2023


By: 
Jeremy Cahen

Exhibit 11

Excerpts of Ripps Trial Declaration

Exhibit 11

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*Attorneys for Defendants
Ryder Ripps and Jeremy Cahen*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

Yuga Labs, Inc.,

Plaintiff,

v.

Ryder Ripps, Jeremy Cahen,

Defendants.

CASE NO. 2:22-cv-04355-JFW-JEM

**DEFENDANT RYDER RIPPS'S
DECLARATION OF TRIAL
TESTIMONY**

Judge: Hon. John F. Walter

Trial Date: July 31, 2023

VII. THE RR/BAYC TEAM

123. Artists often rely on teams to help in the creation of artwork, particularly where creation and production of the artwork is labor intensive.

124. Although I came up with the idea for the RR/BAYC collection on my own, three other people assisted me with minting the collection and organizing a community around it: Ryan Hickman, Jeremy Cahen, and Thomas Lehman. Additionally, my assistant Ian Garner helped me with specific tasks for one week during the project.

125. In general, Mr. Cahen was the project manager.

126. Mr. Hickman and Mr. Lehman were in charge of technical aspects of the project, such as coding the reservation contract (“RSVP contract”) for *rrbayc.com*.

127. Ian Garner was my general assistant for one week.

128. At all times, I controlled the direction and final product of the RR/BAYC artwork.

129. Mr. Cahen, Mr. Lehman, and Mr. Hickman were each to be compensated by receiving 15% each of all profits from the commissioned artwork.

130. The RSVP contract that Mr. Hickman and Mr. Lehman designed was automatically set up to distribute profits from commissioned artwork according to the profit-sharing agreement.

131. Because I minted a number of RR/BAYC NFTs prior to the implementation of the RSVP contract, however, I had to manually distribute profits from those commissions to Mr. Lehman and Mr. Hickman.

132. Accordingly, on May 27, 2022, I made two transfers of Ethereum (“ETH”) one to Mr. Lehman and one to Mr. Hickman as a distribution of the profits that had accrued before the RSVP contract was put in place.

221. Mr. Cline also often used sarcasm and humor on Twitter to make points.

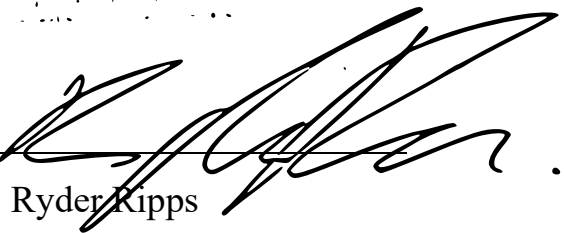
222. The Tweets of @streetoshi and Jason Cline that Yuga has relied on are
sarcastic anti-Yuga tweets that Yuga has misleadingly taken out of context.

223. I am unaware of a single instance of a consumer reserving or otherwise
obtaining an RR/BAYC thinking it was a Yuga BAYC NFT.

I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Dated: July 17, 2023

By:



Ryder Ripps

Exhibit 12

Excerpts of Lehman Declaration

Exhibit 12

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2 ethan@ejacobslaw.com
3 ETHAN JACOBS LAW CORPORATION
4 100 Pine St., Suite 1250
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5 Attorney for Third Party
6 THOMAS LEHMAN

7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 YUGA LABS, INC.,

12 Plaintiff,

13 vs.

14 RYDER RIPPS, JEREMY CAHEN,

15 Defendants.

Case No.: 2:22-cv-04355-JFW-JEM

**DECLARATION OF THOMAS
LEHMAN**

Honorable John F. Walter

16
17 I, Thomas Lehman, declare:

18 1. I make this declaration based on my own personal knowledge. If
19 called as a witness, I could and would testify competently to the facts set forth here.

20 2. I am a freelance programmer and entrepreneur. I am the co-founder
21 and CEO of an American digital media company and owner of various NFTs.

22 **I. BACKGROUND ON THE RR/BAYC BUSINESS**

23 3. I participated in a business venture with Ryder Ripps ("Ripps") and
24 Jeremy Cahen ("Cahen" and collectively with Ripps "Defendants"), as well as
25 Ryan Hickman ("Hickman"), to commercialize the Ethereum blockchain smart
26 contract 0xEE969B688442C2d5843Ad75f9117b3ab04b14960 (the "RSVP
27 Contract"), the rrbayc.com website, and the apemarket.com website (rrbayc.com
28 and apemarket.com are collectively the "Websites"). Defendants, Hickman, and I

1 collectively engaged in the creation and commercialization of the Websites and the
2 RSVP Contract along with the sale of NFTs (the “RR/BAYC NFTs”) (the
3 “Business Venture”). On occasion, I used the term the “average joe” to refer to
4 typical consumers of NFTs on NFT marketplaces.

5 4. In or around May 2022, Cahen called and asked me to participate in
6 the Business Venture.




7 5. As part of the Business Venture, Defendants, Hickman, and I used the
8 RSVP Contract and the Websites to promote and sell RR/BAYC NFTs, which
9 Ripps designed and/or caused to point to the same images as the authentic BAYC
10 NFTs made by Yuga Labs. We also used social media accounts, primarily on
11 Twitter, to promote RR/BAYC NFTs and Ape Market.

12 6. Many of our communications about these and related activities
13 occurred on the “Team ApeMarket” Discord chat and “RRBAYC” Telegram chat.
14 Other communications occurred via telephone, text message, email, and other social
15 media platforms.

16 7. Ripps oversaw the Business Venture, by, in part, providing guidance
17 and input on the design for the Websites, which Hickman and I were working on in
18 addition to the code. Cahen functioned, in part, as a project manager to the
19 Business Venture. Hickman and I also provided input to Defendants on the
20 commercialization of the Business Venture, including some actions we might take
21 to increase our profit.

22 8. Before I joined the Business Venture, Ripps had created the Ethereum
23 blockchain smart contract 0x2ee6af0dff3a1ce3f7e3414c52c48fd50d73691e, which
24 hosts the RR/BAYC NFTs (“RR/BAYC Contract”). Ripps had already begun
25 calling these NFTs “RR/BAYC” NFTs. In the RR/BAYC Contract, the return
26 value of the name() function is “Bored Ape Yacht Club” and the return value of the
27 symbol() function is “BAYC.” The return values of these functions were
28 determined by values that Ripps typed when creating the RR/BAYC Contract.

1 Representative copies of which are available at LEHMAN0000111–
2 LEHMAN0000218. The list below identifies the individuals who, to the best of my
3 knowledge and belief, are associated with each Twitter username.

- 4 • “RYDER-RIPPS.ETH  (ryder_ripps)” is Defendant Ryder Ripps
- 5 • “PAULY  (Pauly0x)” is Defendant Jeremy Cahen
- 6 • “middlemarch.eth  (dumbnamenumbers) is Thomas Lehman
7 (myself)
- 8 • “hwonder | axel foley | # (hWonderofWorld)” is Ryan Hickman

9
10 I declare under penalty of perjury and the laws of the United States that the
11 foregoing is true and correct. Executed on the third day of February 2023.

12
13
14 Dated: February 3, 2023

By: 

Thomas Lehman

Exhibit 13

Excerpts of Hickman Trial Declaration

Exhibit 13

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*Attorneys for Defendants
Ryder Ripps and Jeremy Cahen*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

Yuga Labs, Inc.,

Plaintiff,

v.

Ryder Ripps, Jeremy Cahen,

Defendants.

CASE NO. 2:22-cv-04355-JFW-JEM

**RYAN HICKMAN'S
DECLARATION OF TRIAL
TESTIMONY**

Judge: Hon. John F. Walter

Trial Date: July 31, 2023

- 1 62. In May of 2022, Jeremy Cahen reached out to me and asked if I could help
2 find a software-based way to streamline the process for Mr. Ripps to “mint”
3 (that is, create) NFTs for the Ryder Ripps Bored Ape Yacht Club
4 (“RR/BAYC”).
- 5 63. The project was interesting to me because of my feelings toward Yuga Labs.
- 6 64. I agreed to help Mr. Ripps because I wanted to do everything I could that
7 would help Mr. Ripps amplify his protest and reach as many people as
8 possible.
- 9 65. At the time, Mr. Ripps was personally receiving commissions for RR/BAYC
10 NFTs and was manually minting each individual NFT, which is very labor-
11 intensive and time-consuming.
- 12 66. I believed that, if I programmed a way to allow Mr. Ripps to hand mint at a
13 faster pace, Mr. Ripps would have more time to dedicate to other aspects of
14 the RR/BAYC artwork that would give his protest a louder voice.
- 15 67. I worked with another engineer, Thomas Lehman, to create a “RSVP”
16 software program that would allow people to reserve a RR/BAYC NFT and
17 automate Mr. Ripps’s hand-minting process so that he could more quickly
18 create RR/BAYC NFTs.
- 19 68. Internally, we referred to the RSVP program as “Robo Ryder” or Mr.
20 Ripps’s “bionic arm,” because it allowed him to accept reservations and
21 mint NFTs much more efficiently.
- 22 69. I also helped Mr. Ripps by working on developing the rrbayc.com website,
23 which was where collectors would be able to use the RSVP program to make
24 reservations.
- 25 70. Mr. Ripps explained what he wanted the rrbayc.com website to look like,
26 and I did my best to implement his creative vision.
- 27

products, alcohol, and even children's clothes depicting Yuga's hateful imagery.

103. During the time of the RR/BAYC artwork, Yuga never took any action to control or regulate any of these Bored Ape products that were entirely unrelated to Yuga.

104. I also was a holder of a Bored Ape Yacht Club NFT during the entirety of the RR/BAYC artwork.

105. My Bored Ape Yacht Club NFT and the associated Bored Ape imagery contained within it all of Yuga's trademarks.

106. My understanding was that by holding a Bored Ape Yacht Club NFT, I had received all IP rights associated with the NFT.

107. That grant of all IP rights, as I understood it, gave me permission to create derivative projects such as the RR/BAYC artwork.

108. During my work on the RR/BAYC artwork, I had conversations with Mr. Ripps and Mr. Cahen regarding my views on Yuga's IP rights.

109. When Yuga filed suit against Mr. Ripps and Mr. Cahen, I was surprised.

110. I did not and still do not understand why it was okay for someone to use the name Bored Ape Yacht Club to sell marijuana, to sell alcohol, to sell nicotine products, to sell children's clothes normalizing hateful imagery, but that it was not okay to use that name to call out racism and unethical business practices.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 17, 2023

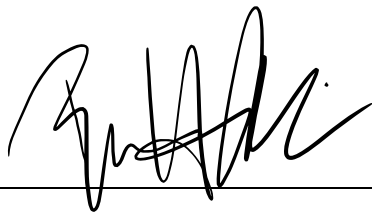
By: 
Ryan Hickman

Exhibit 14

Hickman's Tweet dated June 21, 2022

Exhibit 14



Congratulations to all the supporters and believers of RR/BAYC & @ApeMarketplace!

Shout out to the team! @ryder_ripps @hWonderofWorld @dumbnamenumbers!

Now comes the real fun! 🔥🔥🔥🔥

LONG LIVE CONCEPTUAL ART 🙌

ApeMarket.com will be a game changer.

ApeMarket™

13

45

147



Hella Doge @DogeHella · Jun 21, 2022



do you think the project being removed from opensea will be a problem?

2



2



h wonder
@hWonderofWorld



its not. we'll deploy [@ApeMarketplace](https://ApeMarketplace)
it will be re-listed on OS
and you will have several locations to trade it

3:18 PM · Jun 21, 2022

10 Reposts 56 Likes



Post your reply!

Reply



Kayless32 @kayless32 · Jun 21, 2022



Is [@RRBAYC](https://RRBAYC) a scam ?

3



2



ALL CITY @AllCityBAYC · Jun 21, 2022



Yes.

1



2



Show replies

Exhibit 15

Hickman's Tweet dated June 15, 2022

Exhibit 15



i was asked about [@ApeMarketplace](#) royalties.

for clarity: on ape market the royalties set in the collection contracts are fully supported.

apemarket does not collect royalties that are not programmed in collection contracts.

8:42 AM · Jun 15, 2022

9 Reposts **3** Quotes **31** Likes **1** Bookmark



Exhibit 16

Google Street View of Henderson, NV Residence

Exhibit 16

